

REQUEST FOR COUNCIL ACTION

SUBJECT: 2014 West Jordan Pioneer Jubilee

SUMMARY: Approve payment request of \$57,200.00 and staff services to the Olive Osmond Hearing Fund for the sponsorship of West Jordan Utah Pioneer Days being held July 23-25, 2014 in Veterans Memorial Park.

**FISCAL
IMPACT:** Sponsorship payment of \$57,200.00 to be used for advertising, fireworks, entertainment and rental equipment. City staff and fees not to exceed \$36,700.00.

STAFF RECOMMENDATION:

Staff recommends the proposal.

MOTION RECOMMENDED:

"I move to approve the payment of \$57,200 and for staff to budget appropriately for the Utah Pioneer Days events."

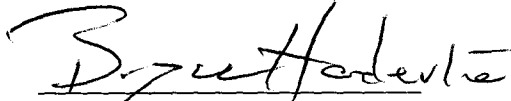
Roll Call vote required

Prepared by:



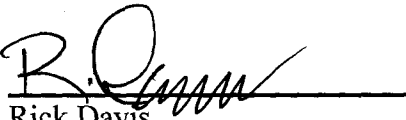
Julie Brown
Events Coordinator

Reviewed by:



Bryce Haderlie
Assistant City manager

Recommended by:



Rick Davis
City Manager

Reviewed by:



Darien Alcorn
Deputy City Attorney

BACKGROUND DISCUSSION:

Pursuant to City Code Section 3-4-1, the City Council may waive fees otherwise due to the City, and may otherwise provide financial and nonfinancial support to a nonprofit entity providing services to the citizens of the City, if the City complies with section 10-8-2 of the Utah Code. Section 10-8-2 limits the charitable contribution to a nonmonetary contribution, such as fee waivers and City services. It also limits the total charitable contributions for the fiscal year to 1% of the City's budget for that fiscal year and requires a public hearing prior to approval.

The Olive Osmond Hearing Fund is a nonprofit corporation and requesting nonmonetary contributions for West Jordan's Utah Pioneer Days valued at \$36,700.00 as follows:

- The Event Producer may use Veterans Memorial Park without payment of rental fees to the City, valued at \$480.00.
- The Event Producer will not be assessed or charged encroachment permit fees, valued at \$520.00.
- City staff will perform park cleaning services during the event without charge to the Event Producer, not to exceed a value of \$1,200.00.
- City staff will perform security and EMS services without charge to the Event Producer, not to exceed a value of \$8,200.00.
- City will provide garbage collection, water service, and electrical service at no additional cost to the Event Producer, valued at \$3,600.00.
- City will provide the services of an Event Coordinator to assist with planning, during event dates and post event, not to exceed a value of \$17,500.00.
- City will provide the services of a Public Information Officer to assist with promotions and advertising through West Jordan marketing forums including but not limited to the West Jordan Journal Good Neighbor News pages, West Jordan social media, and the West Jordan website, not to exceed a value of \$5,200.00

In addition, it is proposed in the attached agreement that the Olive Osmond Hearing Fund provide media marketing and fireworks display services for the Utah Pioneer Days totaling \$57,200.00 for the following:

- Rental equipment including but not limited to portable restrooms, canopies, tables = \$11,500.00
- Fireworks = \$20,000.00
- Advertising = \$20,000.00
- Entertainment = \$5,700.00

These services will be provided in conjunction with other services provided in producing the event.

Attached: Agreement for Services and Sponsorship
Olive Osmond Hearing Fund Proposal

On December 12, 2012 the Justin Osmond with the Olive Osmond Hearing Fund made a presentation to City Council regarding the coordination and sponsorship of the West

Jordan Pioneer Jubilee. After the presentation City Council asked for a staff report be presented for consideration and action. Council discussed not having a festival on the Fourth of July and to move resources to support the West Jordan Pioneer Jubilee. The Western Stampede, Parade, Movie in the Park and Fireworks would remain for the Independence Day holiday event.

City Council adopted resolution 13-10 on January 30, 2013.

From council minutes:

VII. PUBLIC HEARING

RECEIVE PUBLIC INPUT AND CONSIDER FOR APPROVAL
RESOLUTION 13-10, AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT FOR SERVICES AND SPONSORSHIP WITH OLIVE
OSMOND HEARING FUND, INC., FOR THE WEST JORDAN PIONEER
JUBILEE, WAIVING FEES AND PROVIDING CITY SERVICES, IN THE
AMOUNT OF \$36,700.00; AND PAYMENT OF \$10,000.00 FOR MEDIA
MARKETING SERVICES AND \$15,000 FOR FIREWORKS DISPLAY
SERVICES

Julie Brown said pursuant to City Code Section 3-4-1, the City Council may waive fees otherwise due to the City, and may otherwise provide financial and nonfinancial support to a nonprofit entity providing services to the citizens of the City, if the City complied with Section 10-8-2 of the Utah Code. Section 10-8-2 limited the charitable contribution to a nonmonetary contribution, such as fee waivers and City services. It also limited the total charitable contributions for the fiscal year to 1% of the City's budget for that fiscal year and required a public hearing prior to approval.

The Olive Osmond Hearing Fund was a nonprofit corporation, and the requested nonmonetary contributions for West Jordan's Pioneer Jubilee event were valued at \$36,700.00 as follows:

- The Event Producer may use Veterans Memorial Park without payment of rental fees to the City, valued at \$480.00.
- The Event Producer would not be assessed or charged encroachment permit fees, valued at \$520.00.
- City staff would perform park cleaning services during the event without charge to the Event Producer, valued at \$1,200.00
- City staff would perform security and EMS services without charge to the Event Producer, valued at \$8,200.00.
- The City would provide garbage collection, water service, and electrical service at no additional cost to the Event Producer, valued at \$3,600.00.
- The City would provide the services of an Event Coordinator to assist with planning during event dates and post event, valued at \$17,500.00. City Council Meeting Minutes
- The City would provide the services of a Public Information Officer prior to and during event dates. The Public Information Officer would assist with promotions and advertising through West Jordan marketing forums including, but not limited to, the West Jordan Journal Good Neighbor News pages, West Jordan social media, and the West Jordan website, valued at \$5,200.00.

In addition, it was proposed in the Agreement that the Olive Osmond Hearing Fund provide media marketing and fireworks display services for the Pioneer Jubilee event, in

the amount of \$10,000.00 and \$15,000.00, respectively. These services would be provided in conjunction with other services provided in producing the event.

Staff recommended approval of the nonmonetary contribution and approval of the Agreement for Service and Sponsorship with Olive Osmond Hearing fund.

The Council and staff clarified questions relating to: 1) the costs associated typically with the 4th of July fireworks display (\$15,000) and media marketing services (\$27,000); 2) portable restrooms would be included in the proposal; 3) the canopy rental was not to be included in the proposal (would be brought before the Council at a later date), and 4) the Pioneer Jubilee event would be a cost savings to the City in comparison to previous 4th of July festivities.

Mayor Johnson opened the Public Hearing. There was no one who desired to speak. Mayor Johnson closed the Public Hearing.

Councilmember Nichols clarified the proposed Agreement for Services included all three items: the nonmonetary contribution (\$36,700), media marketing services (\$10,000), and fireworks display services (\$15,000).

MOTION: Councilmember Nichols moved to approve Resolution 13-10, authorizing a nonmonetary contribution of \$36,700.00 to the Olive Osmond Hearing Fund and to approve and authorize the Mayor to execute the Agreement for Services and Sponsorship with the Olive Osmond Hearing fund. The motion was seconded by Councilmember Southworth.

A roll call vote was taken

Councilmember Hansen Yes
Councilmember Killpack Yes
Councilmember McConnehey Yes
Councilmember Nichols Yes
Councilmember Southworth Yes
Councilmember Stoker Yes
Mayor Johnson Yes

Olive Osmond Hearing Fund
March 7, 2014

Proposal for

Utah Pioneer Days



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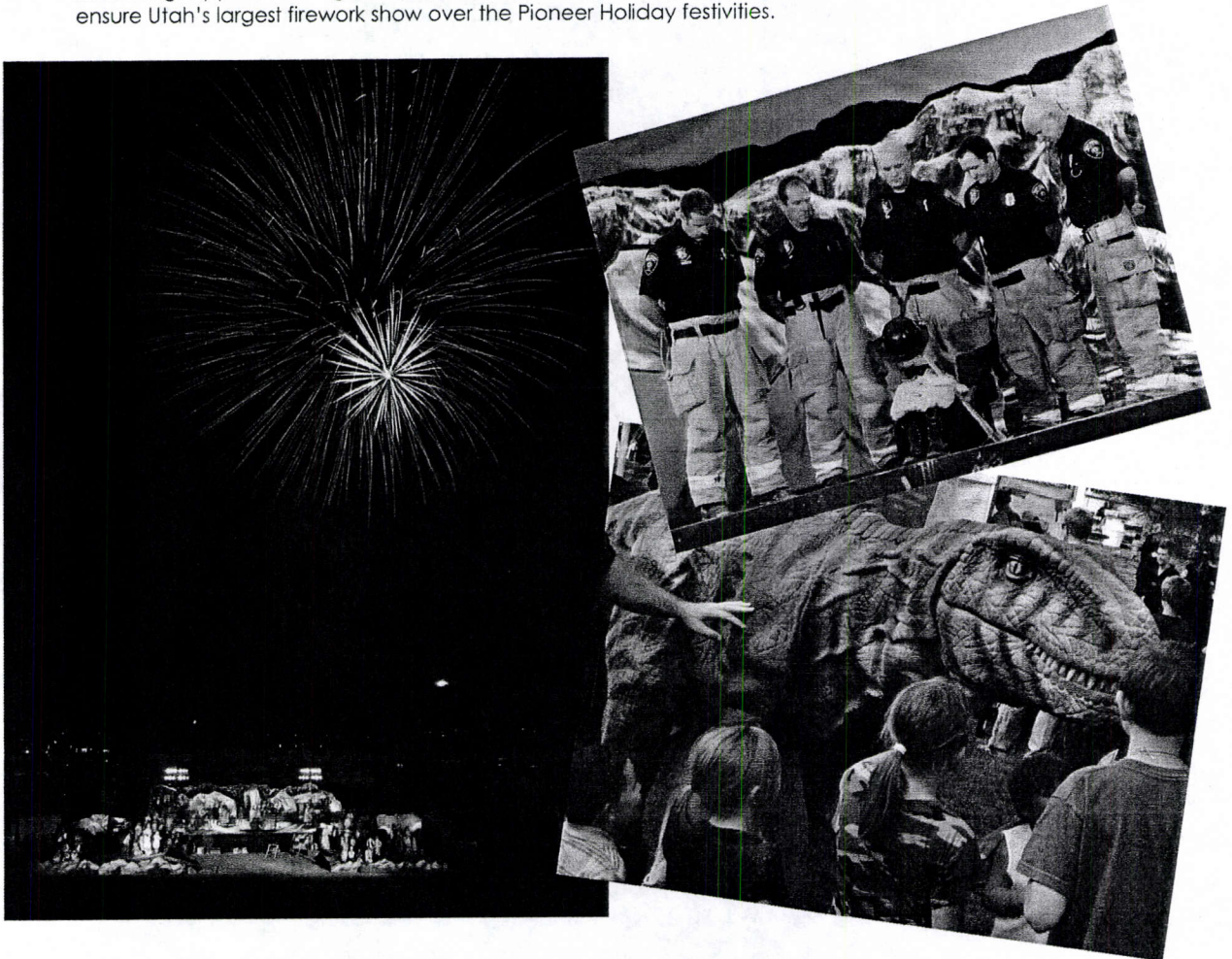


Summary

The Youth Pioneer Production has been successful since 1987 in many locations across Utah and Missouri. The Production depicts the story of the early pioneers, and their trek west. The cast is made up mostly of 100+ youth under the age of 18. This youth Production involves music, dancing, live animals and fireworks that will keep the audience laughing and crying tears of joy.

Merrill Osmond, Founder & Executive Producer of the Youth Pioneer Production has partnered up with the Olive Osmond Hearing Fund and together, established the Utah Pioneer Days (UPD). The UPD will depict life as a pioneer not just through the musical & firework spectacular, but through a festival of activities, vendors, entertainment, games, lots of food and various fun competitions. It will also involve music, dancing, live animals, cowboy poetry, live gun shows, and special guests that will keep the audience entertained. This festival will be a three-day event and will end each evening with the Youth Pioneer Production Finale and a spectacular display of fireworks. The three days will be July 24th (Thursday), 25th (Friday), and 26th (Saturday), 2014.

The purpose of this proposal is to align the Olive Osmond Hearing Fund with the City of West Jordan to produce a successful pioneer event that will bring people in from all over Utah and surrounding areas to West Jordan for a celebration and tribute to our Pioneers. We are requesting that the City of West Jordan provide city services, help in promotions and advertising through monetary and marketing support and align the city's fireworks budget with the Olive Osmond Hearing Fund's to ensure Utah's largest firework show over the Pioneer Holiday festivities.



Introduction

The Olive Osmond Hearing Fund's mission is to promote hearing-health awareness by providing educational and musical resources and accommodating the needs for the deaf and hard-of-hearing.

The Olive Osmond Hearing Fund is a non-profit 501c3, founded in late 2010 to raise deaf awareness and promote hearing educational services by providing others with better hearing in honor of Olive Osmond, the matriarch of the performing Osmond family. The foundation's goal is to donate its time and resources to assist the deaf and hard-of-hearing and lead the way to help thousands of men, women and children worldwide so they will have a chance to reach their greatest dreams and aspirations in life.

Since 2010, the Olive Osmond Hearing Fund has raised awareness around the world and helped over 2,000 children receive the gift of hearing. Supported by many volunteers, programs, organizations and donors around the world, the foundation continues to raise awareness and funding to help the millions of deaf and hard-of-hearing worldwide.

The Olive Osmond Hearing Fund team will produce a high quality, professional event and festival that will provide satisfaction, fulfillment and lasting memories to our audience for many years to come. The Olive Osmond Hearing Fund will conduct all business negotiations and associations with honesty and integrity. Olive Osmond Hearing Fund will provide long-term customers, sponsors, and volunteers with quality satisfaction and an experience they will want to embrace for many years to come.



Description

The Utah Pioneer Days will be held Thursday July 24 through Saturday July 26, 2014. This three day extravaganza would begin with the festival at the Veteran's Memorial park followed by an evening production of the Youth Pioneer Production in the main West Jordan arena.

Utah Pioneer Days is a celebration of our pioneer history. We emphasize the cultural, religious, and diversity of the settling of our great state through a multi-sensory production and festival drawing over 30,000 spectators and patrons.

Merrill Osmond's Youth Pioneer Production involves over 100 talented youth performers from West Jordan City as well as all throughout the Salt Lake valley. These talented youth and staff bring families and friends to beautiful West Jordan City for a six to 8 week rehearsal period. This brings revenue and recognitions to many businesses in West Jordan.



The Youth Pioneer Production will begin with a trumpet anthem to signal that the show is starting. The emcee will walk out on stage and start the show by welcoming everyone to the event and introducing all event sponsors as well as any important local and state dignitaries that are present that evening. The armed forces will then present colors, and a local talent will sing the Star Spangled Banner. With the focus being on the singer, the audience will not notice skydivers up above. A target will be placed in the middle of the rodeo arena and once the skydivers have landed, the honorees have been recognized, the title sponsors have been publicly announced, and the emcee will introduce the opening act/pre-show. When the pre-show finishes, the lights go out and the Youth Pioneer Production begins.

The history of the Pioneers unfolds as hundreds of youth sing, dance, mourn, and portray the livelihood of how the Pioneers reached and settled the Salt Lake Valley. You will join the pioneers on their journey through triumphs and strength and dealing with persecution, death and destruction from the crickets. Never-to-be-forgotten music will fill the air and get everyone dancing and singing. The production will be highlighted with fireworks throughout the entire show.

As soon as the last song is finished, a chain of melodies and hoedown music will begin, accompanied by the finale of spectacular fireworks that will knock the socks off all attendees. It will be the firework finale like no other and leave everyone breathless. Upon completion, the stadium lights will turn on, and the emcee will thank everyone for coming.

Capitalizing on the success of the Youth Pioneer Production, the Utah Pioneer Days will provide additional entertainment and festivities for families all throughout Utah and the surrounding areas. The Pioneer Festival will begin on Thursday July 24th with a smorgasbord of food and a "feast of the pioneers" prepared by the sons and daughters of the pioneers. This feast would be looked forward to year after year. It would be known as the biggest pioneer feast in the valley.

The festival will continue for three days including a community breakfast, Cowboy Up fun run and parade drawing the crowds to the Veteran's Memorial Park where the festival will continue with booths, games, and a wide variety of activities going on. This will attract people of all ages and across all generations.

We will sell booth space to vendors from all over the country, selling various products aligned with the pioneer spirit. The Veteran's Memorial Park, which is adjacent to the arena, will be filled with activities from booths to carnival rides, and games to old western reenactments. This three-day event will be seen as the ONLY place to be with your family on Pioneer Day.

We will host competitions for events that fall in-line with the pioneer spirit, such as, clogging, archery, horse-shoe, axe throwing, saddle making, candle making, quilt making, sky diving, ...to name a few. We will invite our Native American brothers and sister to show their traditions and products. Wagon rides will go up and down the street throughout the park bringing a visual reminder and a unique but fun traditional feeling to the event. We will offer fun activities for children and adults such as pie eating contest, sack races, and grease pig chases.



Every evening these festivities will end with the musical Youth Pioneer Production, followed by a large firework finale. Upon completion of the Pioneer Production the stadium lights will turn on, and the emcee will thank everyone for coming and then invite the crowds to gather and line the perimeter of the park as the electric light hand cart parade would begin.

Sponsored handcarts decorated in lights will roll throughout the park igniting the entire area. Computerized lighting system will cause a pulsing sensation causing the lights to dance to the Productions theme song and will be the theme song for the entire Pioneer Festival and heard throughout the Production. Not only will each handcart light up, but every tree, bush and object throughout the park will light up and pulse in sync with the theme song. The overall event will use Disney's philosophy of creating an ongoing theme song like "It's a Small World After all" being played through-out the day as well as all the evening activities.

Banners and signage will be displayed throughout West Jordan City bringing the city together and raising additional awareness for the festivities. This will also attract even more people passing through the city. The demographics would encompass all ages. Merchandise with coordinated logos will be available throughout the event, hats, shirts, balloons, bandanas, and other various memorabilia will bring in additional revenue.

Goals/Objectives

The Objectives for Utah Pioneer Days is outlined below:

- To bring tens of thousands of families and individuals to West Jordan for pioneer festivities and celebration.
- To enlarge, grow and expand the economy and wealth of West Jordan City
- To produce a large, high quality event that will bring thousands to West Jordan for pioneer activities, games, booths and entertainment not offered anywhere else in Utah.
- Create community outreach programs where we encourage locals to get involved with each production.
- Create and execute marketing strategies that make each event profitable.
- Raise funding and awareness for the local deaf and hard-of-hearing to benefit with hearing aids and other programs.
- Provide all event sponsors with value added packages that will encourage annual partnerships.
- Brand the Utah Pioneer Days with a firework spectacular that amazes everyone, and makes them committed and loyal to all events.
- Work closely and partner with media sponsors and supporters.
- Contract the highest quality vendors and entertainment for all events.
- Create an annuity for many years to come.
- Remember the legacy of the pioneers with activities and reenactments that depict life of the pioneers.
- Maintain a healthy long-term relationship between the Olive Osmond Hearing Fund and West Jordan City so that the venue will always be a central location/home for the Utah Pioneer Days.
- To be extremely successful and drive demand to where an expansion plan would need to be put in place.

Requests/Needs

As you know it takes thousands of man hours and dollars to be able to achieve the goals outlined above. Thanks to the continued support and generosity of West Jordan City, our event has tripled in size and has become a staple in the Salt Lake Valley. Last year in 2013 West Jordan City generously provided over \$70,000 towards Utah Pioneer Days. Thank you! In this proposal you will find that we are simply requesting the same amount of \$70,000 to go towards this 24th of July event to be allocated as outlined below:

1. Use of the city's facilities and services at no cost or remittance to the Olive Osmond Hearing Fund. \$14,300 worth of City Services that would include, but not limited to:
 - Veterans Park services/rental (\$480)
 - police security and EMS needs (\$8,200)
 - garbage, water, electrical for both Veteran's Park and Arena (\$3,600)
 - portable restrooms (\$1,500)
 - city insurance and encroachment fees (\$520)
2. Promotions and advertisement of the event throughout the city as well as monetary contribution to promote on the top television, radio and newspaper outlets in SLC Valley. This would include, but not limited to:
 - \$20,000 in media and advertising

3. Fireworks and Entertainment bring the crowds to West Jordan City. We are providing three nights worth of fireworks and three full days of entertainment. We are asking that the City help contribute the following towards these vital elements of the event to provide a truly spectacular display for Utah Pioneer Days:
 - \$20,000 towards one of the largest fireworks display in the Valley
 - \$5,700 towards quality entertainment
4. Necessary rental items for the festival that would include, but not limited to tents, tables, chairs, lighting, generators, electrical and fuel, to provide a safe and secure environment for the patronages:
 - \$10,000 towards rentals

We understand this is an investment from West Jordan City, but with your support and partnership, we can continue to grow the success and exposure of the Utah Pioneer Days for many years to come.

Budget

The Olive Osmond Hearing Fund works very hard to keep the cost of the Utah Pioneer Days low. With our objective to provide a high-quality event we have many of our staff who volunteer their time and talents so we can keep costs low and help as many children as we can. Outlined below is our budget for the three day event.

| UTAH PIONEER DAYS PRODUCTION AND FESTIVAL EXPENSES | |
|--|----------------------|
| Staff & Volunteers | \$ 9,600.00 |
| Marketing and Advertising | \$ 31,730.00 |
| Food & Travel | \$ 2,650.00 |
| Musicians & Entertainers | \$ 13,000.00 |
| Utah Pioneer Village | \$ 1,200.00 |
| Fireworks | \$ 20,000.00 |
| Audio/Visual | \$ 17,000.00 |
| Vendors & Activities | \$ 1,000.00 |
| Honorees & VIP | \$ 2,600.00 |
| Materials & Equipment | \$ 1,950.00 |
| Services, Permits & Fees | \$ 10,100.00 |
| Ticketing System | \$ 1,500.00 |
| Rentals | \$ 11,500.00 |
| Stage, Set & Props | \$ 11,000.00 |
| Total Expenses: | \$ 134,830.00 |

Procedures

With the City of West Jordan investing into the Utah Pioneer Days, the Olive Osmond Hearing Fund will produce a successful and polished event that will become an annuity that the city will be proud of.

The Olive Osmond Hearing Fund uses the following keys to assure a successful and productive event:

Name: The Osmond's have a worldwide reputation in the music/entertainment business. The Osmond name represents integrity, loyalty, honesty, reliability, professionalism, and most of all, trust. This level of commitment and professionalism will be extended to not only businesses, sponsors, volunteers, staff and vendors with whom we work with directly, but also to every individual who attends these events. With the Osmond name as a backbone to Olive Osmond Hearing Fund, many doors will be opened and connections will be made with many corporate executives and entities in the state of Utah and abroad.

Experience: Merrill Osmond is the Executive Producer & Founder of Utah Pioneer Days. Merrill has established himself as a solo vocal artist with his unique vocal voice, but he is best known for being the lead singer of the famous Osmond family. Merrill Osmond has performed throughout the world in virtually every major venue.

Both President Ronald Regan and President George Bush have recognized Merrill's extraordinary leadership skills. Each President requested Merrill's expertise in producing two prominent events, the making of the first Presidential Inauguration for Ronald Regan, and President George Bush's Inauguration in 1989. One event that was special to his heart was Operation Family Front, which was a television program that assisted in providing for the families of servicemen in Operation Desert Storm in 1991.

After Merrill produced Ronald Regan's Inaugural, he created a model in producing stadium events all across the USA. Now with over 30 years of stadium events under his belt (E.g. Hope of America; Freedom of America; Stadium of Fire; etc.) Merrill has a strong track record and knows first-hand how to create success and deliver a top-notch show in the entertainment industry.

Merrill, along with his sons, Justin and Shane, and their experienced team members, will generate and produce strong performance results. Combining their resources and experiences in the entertainment sector, they provide professionalism, high-rated credentials, loyalty and trust that ensure a strong platform for the Utah Pioneer Days.

Community Involvement: It is imperative that the Utah Pioneer Days encourages community involvement and outreach programs. Giving back to the community is the goal and mission of the Olive Osmond Hearing Fund. Whether it is local dancers, police departments, fire departments, boy scouts, girl scouts, Jaycees, veterans, etc., we invite everyone in our local communities to participate in our community outreach program.

For the Utah Pioneer Days, the proceeds will be given to the Olive Osmond Hearing Fund. In return, the Olive Osmond Hearing Fund will provide local deaf families with the gift of hearing. Many of these children will be reconnected to life, hear the music and fireworks for their first time and be able to enjoy the comforting voices of their family and loved ones. The Osmonds know first-hand what it's like not to hear. 6 members of the Osmonds wear hearing aids and because someone gave them a chance to hear, this is a perfect opportunity for us to pay it forward and give back.

Competition: The Olive Osmond Hearing Fund is constantly looking for niches in markets that are not being served. There are not very many stadium shows in existence today. The *Stadium of Fire* in Utah was started by Merrill Osmond and is still very profitable. This annual, family-fun event is

located in Utah County, which is far enough away from where the Youth Pioneer Production musical will be held that there will be no competition. It is also three weeks apart, which is another reason to believe that this will not be a competitive factor. There are other pioneer festivals that take place all around the state of Utah, but none of them take place on or near Pioneer Day, July 24th. On Pioneer Day, there are the Days of '47 Rodeo and Days of '47 Parade, other than this, there are no other competing events in the surrounding areas. To our knowledge there are no other Pioneer-related events/musicals/Productions that portray the history of the early pioneers. With no competition in our way, we are very excited and assured that the Utah Pioneer Days will be a sell-out if we put in place a strong/effective marketing campaign.

Marketing Plan: As with past events, media sponsors (television, radio, and newspaper) will provide Olive Osmond Hearing Fund with airtime and print space that will be used to advertise the event as well as promote our sponsors. The media sponsors will provide the creation of television commercials and print ads as well. Television, radio, and newspaper ads will begin in May prior to the event.

With an event like the Utah Pioneer Days, television networks, radio stations, and newspaper agencies typically will become an in-kind sponsor, offering a portion of their services for a sponsorship level in the amount their services are worth. We will supplement this air time by the funds received by the City of West Jordan for these advertising vehicles. In order to provide the television sponsor with as much exposure as possible, the Olive Osmond Hearing Fund sometimes allows the news anchors from the station to become the emcees for the evening. This is a win/win for everyone as it provides more exposure for the sponsor and provides the Utah Pioneer Days with well-known emcees.

Media sponsors will provide a tease for the event weeks before tickets go on sale. They will continue to push advertising hard for several weeks through the first week of ticket sales. They will continue to advertise throughout, and they are willing to increase advertising exposure when needed. All media sponsors, as part of their sponsorships, will create all commercial spots in-house for television, radio, and newspaper ads. During these ads, our top sponsorship levels will also be mentioned in connection with the Utah Pioneer Days. This pushes potential sponsors to support the event at a certain level in order to receive as much media recognition as possible.

Utilizing the above media sponsors, the Olive Osmond Hearing Fund will work with local reporters and journalists in planting story ideas to assist in promoting the event, resulting in additional free advertising. Press releases will be created and sent to the media as well throughout the months prior to the event.

Media also enjoys personal interviews. Merrill Osmond and other members of the Osmond family will be readily available to all media sponsors to help promote the Youth Pioneer Production. Media sponsors will also be allowed behind the scenes of the event and receive exclusive interviews with cast and entertainers.

The UPD is a community outreach event. The object of Olive Osmond Hearing Fund is to work closely with the local chamber of commerce to receive assistance on attaining sponsorships. Throughout the years, we have found that with the council's assistance, sponsorship money can be more easily generated.

Each potential sponsor will be personally visited by a representative of the Olive Osmond Hearing Fund and given a sponsorship packet, which will be professionally created. During this meeting, questions will be answered, and a sponsorship committal form will be left explaining all sponsorship level options. For major sponsors, the Olive Osmond Hearing Fund will work each one with cross-marketing campaigns to help promote the event as well as give additional recognition to the major sponsors.

Olive Osmond Hearing Fund has built into the budget the ability to utilize billboard advertising. Posters and flyers will be created, printed, and spread throughout the Salt Lake valley. Through

television, radio, newspaper, billboard, flyer, and poster ads, the entire region will be exposed to the UPD's advertising multiple times.

The Olive Osmond Hearing Fund will have a website solely for the Pioneer Festival at www.UtahPioneerDays.com. All information pertaining to the event will be found on this site. A press kit will be created and placed on the website allowing all local media to access the information. Tickets will also be purchased through this site. Since West Jordan City has agreed to help promote our event, our logo and website link will be placed on the city's website as well as on all their social media. Social media will be used for Olive Osmond Hearing Fund as well. A Facebook page will also be created for the specific event.

Olive Osmond Hearing Fund plans on keeping the ticket prices between \$5 and \$15 per ticket. This is fairly inexpensive for a musical Production such as this, and we believe that due to the quality of the production and the inexpensive cost of a ticket, the Olive Osmond Hearing Fund will fill the 5,000-seat arena for each of the three nights. This is a charity-based event and gives back to the community. We will also be advertising that all the proceeds will go towards the Olive Osmond Hearing Fund, which will sponsor local families with the gift of better hearing.

Sample Schedule:

| | PIONEER PARK | PIONEER PARK | PARK PERIMETER | LIBRARY | ARENA |
|-------------|-----------------------|---------------------|-----------------------|-----------------|-----------------------|
| 1:00 | DEPUTIZE THE YOUNGINS | SADDLEMAKING | WAGON RIDES | COSTUME CONTEST | GREASED PIG CHASE |
| 1:30 | MAGIC SHOW | SACK RACES | | PRARIE READINGS | |
| 2:00 | JAILBREAK GUNSHOW | QUILTMaking | WAGON RIDES | BANJO/FIDDLE | GREASED PIG CHASE |
| 2:30 | | SACK RACES | | PRARIE READINGS | |
| 3:00 | PIE EATING CONTEST | HORSESHOE CONTEST | WAGON RIDES | BANJO/FIDDLE | |
| 3:30 | MAGIC SHOW | | | COSTUME CONTEST | |
| 4:00 | JAILBREAK GUNSHOW | | WAGON RIDES | PIONEER FEAST | |
| 4:30 | | SACK RACES | | PIONEER FEAST | |
| 5:00 | | | WAGON RIDES | PIONEER FEAST | |
| 5:30 | | | | PIONEER FEAST | |
| 6:00 | | | | | YOUTH PIONEER PAGEANT |
| 6:30 | | | | | YOUTH PIONEER PAGEANT |

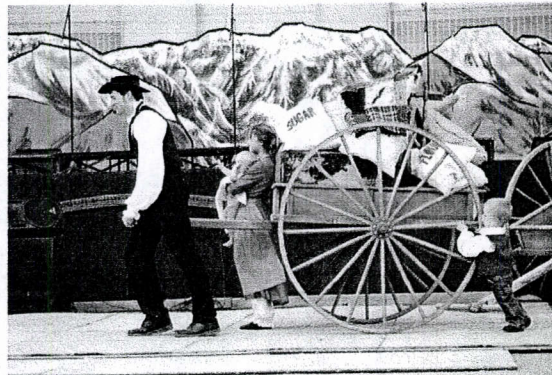
UPD Staff & Committee Members

- Founder / Executive Producer - Merrill Osmond
 - Producer - Justin Osmond
 - Co-Producer - Shane Osmond
 - UPD Executive Director - Vicki Wartman
 - Logistics & Marketing Director - Lezhai Gulbransen
 - Youth Production Director - Karen Carter
 - Associate Director - Lisa Timothy
 - Associate Choreographer - Misty Peterson
 - Associate Choreographer - Chareese Carter
 - Pre-Show Director - Cass Ho
 - Vendors Director - Rick Brewster
 - Technical Director/lighting designer - Mark Halvorson
 - Construction & Crew Director - Holden Jones
 - Public Relations - Trenton McKean
 - Stage Manager - Cami Mitchell
 - Back Stage Manager - Joey Calkins
 - Entertainment Coordinator - Kirt Motta
 - Activity Coordinator - Amber Merrell
 - Volunteer Coordinator - Kristi Osmond
-
- City Council Liaison - Ben Southworth
 - City Council Liaison - Clive Killpack
 - City Manager/Committee Chair - Rick Davis
 - City of West Jordan Events Coordinator - Julie Brown
 - City of West Jordan Public Information Officer - Kim Wells

Each member of the Utah Pioneer Days team will be specifically responsible for certain tasks. All members will assist in all aspects, but each task will ultimately be assigned to a member of the Utah Pioneer Days.

Conclusion

On behalf of the Osmonds, THANK YOU for this exciting opportunity to serve your community and help create a boost to the economy of West Jordan City. We promise to deliver an event that you will be proud of for many years to come. As we celebrate our former pioneers, we too become pioneers for the Utah Pioneer Days, which will be passed down from generation to generation for many years to come.



THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 14-68

A RESOLUTION AUTHORIZING THE WAIVER OF FEES AND PROVISION OF CITY SERVICES FOR A NONPROFIT ENTITY PURSUANT TO CITY CODE SECTION 3-4-1 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT FOR SERVICES AND SPONSORSHIP WITH THE OLIVE OSMOND HEARING FUND, INC.

WHEREAS, the City Council of the City of West Jordan has reviewed the facts and circumstances regarding the Olive Osmond Perpetual Hearing Fund, request to produce West Jordan's Pioneer Jubilee for 2014; and

WHEREAS, the City Council has determined after holding a public hearing on April 2, 2014, pursuant to Utah Code Ann. 10-8-2, to provide nonmonetary assistance to the Olive Osmond Perpetual Hearing Fund, Inc., a nonprofit entity, in the form of a fee waiver and City services in the amount of \$36,700.00; and payment of \$20,000.00 for media advertising, \$20,000 for fireworks display services, \$11,500 for rental equipment and restrooms and \$5,700 towards entertainment; and

WHEREAS, the City Council has determined the value of the nonmonetary assistance combined with the nonmonetary assistance provided during the applicable fiscal year will not exceed 1% of the budget for the fiscal year; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the Agreement for Services and Sponsorship to memorialize the charitable contribution and the agreement for additional services,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THAT:

Section 1. Nonmonetary assistance to Olive Osmond Perpetual Hearing Fund is approved in an amount not to exceed \$36,700.00.

Section 2. The City Council also authorizes the payment of \$20,000 for media advertising, \$20,000 for fireworks display services, \$11,500 for rental equipment and restrooms and \$5,700 towards entertainment for the event.

Section 3. After approval as to legal form the Mayor is authorized and directed to execute the Agreement for Services and Sponsorship with the Olive Osmond Perpetual Hearing Fund.

Section 4. This Resolution shall take effect immediately upon passage.

Adopted by the City Council of West Jordan, Utah, this 2nd day of April 2014.

KIM V. ROLFE
Mayor

Res. 14-68

ATTEST:

MELANIE S. BRIGGS, MMC
City Clerk

Voting by the City Council

"AYE"

"NAY"

Council Member Jeff Haaga

Council Member Judy Hansen

Council Member Chris McConnehey

Council Member Chad Nichols

Council Member Ben Southworth

Council Member Justin D. Stoker

Mayor Kim V. Rolfe

AGREEMENT FOR SERVICES AND SPONSORSHIP

This Agreement is entered into by and between the Olive Osmond Hearing Fund, a Utah nonprofit corporation ("Event Producer"), having a mailing address of PO Box 282 Ephraim, Utah 84627, and the City of West Jordan, a municipality and political subdivision of the State of Utah ("City"), having a mailing address of 8000 South Redwood Road, West Jordan, Utah 84088. Event Producer and City are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the Event Producer desires to produce the "West Jordan's Pioneer Jubilee" event (the "Event") described in Event Producer's proposal dated March 7, 2014 (the "Proposal"), which Proposal is attached hereto as Exhibit A and incorporated herein by this reference.

WHEREAS, subject to participation by the City as set forth herein, the Event Producer desires to perform all functions essential to the Event as set forth in the Proposal.

WHEREAS, the City desires to participate in the event by contributing the following (the "City Contribution"):

- The Event Producer may use Veterans Memorial Park without payment of rental fees to the City, valued at \$480.00.
- The Event Producer will not be assessed or charged encroachment permit fees, valued at \$520.00.
- City staff will perform park cleaning services during the event without charge to the Event Producer, valued at \$1,200.00.
- City staff will perform security and EMS services without charge to the Event Producer, valued at \$8,200.00.
- City will provide garbage collection, water service, and electrical service at no additional cost to the Event Producer, valued at \$3,600.00.
- City will provide the services of an Event Coordinator to assist with coordination during event dates and post event, valued at \$17,500.00.
- City will provide the services of a Public Information Officer prior to and during event dates. The Public Information Officer will assist with promotions and advertising through West Jordan marketing forums including but not limited to the West Jordan Journal Good Neighbor News pages, West Jordan social media, and the West Jordan website, not to exceed a value of \$5,200.00

WHEREAS, the foregoing nonmonetary contribution shall be made to Event Producer, a nonprofit entity, in accordance with Utah Code Ann. Section 10-8-2(1)(a)(v).

WHEREAS, the City further desires to retain Event Producer to perform certain additional services in conjunction with the event which additional services promote the prosperity, comfort and convenience of the inhabitants of the municipality.

WHEREAS, the Event Producer and City agree that Event Producer and City will each own its respective logo but that each will have a royalty-free irrevocable license of the other's logo for the limited uses set forth herein.

WHEREAS, Event Producer and City desire to memorialize their agreement through this Agreement for Services and Sponsorship (the "Agreement").

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement and are made a part hereof.

2. Term of Agreement and Early Termination.

a. The effective date of this Agreement shall be the date of execution as set forth herein below. The term of the Agreement shall, without further action or notice, end eight (8) months following the effective date, or upon completion of all obligations set forth herein, whichever first occurs.

b. This Agreement may be terminated, with cause, by either party in advance of the specified termination date, upon written notice being given to the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the Agreement may be terminated for cause. In the event that the City terminates the Agreement for cause, the City shall not be obligated to pay, and Event Producer shall not be entitled to receive, any compensation for any services performed or costs incurred prior to such termination. This Agreement may be terminated by the City without cause, in advance of the specified expiration date, upon 30 days written notice. In the event that the City terminates for convenience, the City agrees to pay for Additional Services performed prior to said termination. The Parties agree to negotiate in good faith any other incomplete obligations.

3. Event Producer Responsibility; City Contribution. Event producer shall provide the following:

- Provide a safe, family friendly event open to the community
- Ensure all event permits are obtained through city and county
- Arrange for and/or provide all equipment needed for the event
- Abide by the City of West Jordan's Facility Use Policy and ensure all vendors abide by the policy
- Event Producer shall perform all services in accordance with the Proposal attached hereto as Exhibit A.

City shall provide the City Contribution defined herein above, valued at \$36,700.00; subject to approval by the West Jordan City Council pursuant to Utah Code Ann. Section 10-8-2.

4. Additional Services. City hereby retains Event Producer, and Event Producer hereby accepts such engagement, to perform the following (the "Additional Services"):

a. increase Event Producer's fireworks display to include additional fireworks in the amount of \$20,000; and

- b. increase Event Producer's advertising campaign in the amount of \$20,000. The name, **City of West Jordan**, shall appear in advertising and City's logo shall appear wherever the name is printed. City logo and name shall appear in all media; and
- c. increase Event Producer's rental equipment (canopies, table, chairs, portable restrooms) in the amount of \$11,500; and
- d. increase Event Producer's entertainment in the amount of \$5,700.

Event Producer warrants it has the qualifications, experience and facilities to properly perform these services.

5. License. City and Event Producer each hereby grants to the other the royalty-free, irrevocable right and license to use its name and logo in the advertising described herein. The license granted herein shall expire eight (8) months following the effective date or upon completion of all obligations set forth herein, whichever first occurs. Upon expiration, each party agrees to discontinue immediately all uses of the other's logo. The license herein granted shall not be assignable or transferable in any manner whatsoever.

6. Payment. Prior to receiving payment, Event Producer shall provide City with a detailed written description of work performed and a detailed description of costs and expenses.

a. Fireworks. City will pay to Event Producer a deposit in the amount of \$10,000.00 for the additional fireworks display. The remaining \$10,000.00 will be paid to Event Producer within thirty (30) days after receipt of an invoice following completion of the fireworks display.

b. Advertising. City will pay to Event Producer a deposit in the amount of \$10,000.00 for the additional advertising. The remaining \$10,000.00 will be paid to Event Producer within thirty (30) days after receipt of an invoice with corresponding affidavits following completion of the advertising.

c. Rental Equipment. City will pay to Event Producer a deposit in the amount of \$5,750.00 for rental equipment. The remaining \$5,750.00 will be paid to Event Producer within thirty (30) days after receipt of an invoice following completion of the event.

d. Entertainment. City will pay to Event Producer a deposit in the amount of \$2,850.00 for entertainment. The remaining \$2,850.00 will be paid to Event Producer within (30) days after receipt of an invoice following completion of the event.

7. Extra Services. City shall not pay Event Producer for any services, costs or expenses not specifically included in this Agreement unless expressly authorized, in writing, as extra services. Unless the City and Event Producer have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist.

8. Progress and Completion. Event Producer shall notify City on a regular basis of progress and completion of the Additional Services.

9. Personal Services; No Assignment. This Agreement is for professional services, which are personal services to the City. The following persons are deemed to be key member(s) of or

Services and Sponsorship Agreement

employee(s) of the Event Producer's firm, and shall be directly involved in performing or assisting in the performance of this work:

Merrill Osmond, Justin Osmond, Shane Osmond, Vicki Wartman.

Should these individuals be removed from assisting in this contracted work for any reason, the City may terminate this Agreement.

This Agreement is not assignable by Event Producer.

10. Hold Harmless and Insurance.

a. Indemnity.

Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and volunteers harmless from all claims, lawsuits, demands, judgments or liability including, but not limited to, general liability, automobile and professional errors and omissions liability, arising out of, directly or indirectly, the negligent acts, errors and omissions of the Consultant in performing the services described.

b. Insurance.

Event Producer shall, at Event Producer's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry insurance of the types and amounts indicated below.

| Type of Insurance | Limits | |
|-----------------------|----------------|----------------|
| Bodily Injury | Per Individual | \$2,000,000.00 |
| | Per Occurrence | \$3,000,000.00 |
| Property Damage | Per Occurrence | \$1,000,000.00 |
| Automobile Liability | Per Occurrence | \$1,000,000.00 |
| Workers' Compensation | | Statutory |

c. Except for Workers' Compensation, said insurance shall include as additional insured under the policy of the insurance the City of West Jordan, Utah, its officers, agents, employees and volunteers.

d. Event Producer shall procure worker's compensation coverage, as required by the statutes of Utah, for its employees.

e. All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of Utah which are carry a Moody's rating of not less than A. Within fourteen (14) calendar days after execution of this Agreement, Event Producer shall furnish to City [Attn: West Jordan City Clerk, 8000 South Redwood Road, West Jordan, Utah 84088] an insurance certificate or other evidence of the required insurance.

11. Relationship of Parties and No Third Party Rights. This Agreement does not create any joint venture partnership, undertaking or business arrangement between the parties hereto nor any

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rights or benefits to third parties. The contractual relationship between the City and Event Producer out of this Agreement is one of independent contractor and not agency. It is understood that Event Producer shall not be deemed an employee of the City, and Event Producer has no authority to enter into legally binding obligations on behalf of the City. It is specifically understood by the Parties that: (a) the City has no interest in or responsibilities for or duty to third parties as a result of this Agreement, (b) Event Producer shall have full power and authority over services performed subject to the obligations of Event Producer set forth in this Agreement.

12. Acceptance of Final Payment Constitutes Release. The acceptance by Event Producer of the final payment made under this Agreement shall operate as and be a release to City from all claims and liabilities for compensation to, or claimed by, Event Producer for anything done, finished or relating to the Event Producer's work or services. Acceptance of payment shall be any negotiation of the City's check.

13. Waiver; Remedies Cumulative. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omission by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

14. Construction. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

15. Integration. Except for Consultant's written proposals for obtaining this Agreement, this Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto.

16. Future Appropriations. This Agreement shall not be construed in any manner to bind the legislative or administrative discretion of the City or its future budget appropriations. The Parties recognize that this contract extends beyond the current fiscal year. Where future appropriations are unavailable or insufficient, the City may terminate this Agreement.

17. Construction of Language of Agreement. The provisions of this Agreement shall be construed as a whole according to its common meaning and purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

18. Mitigation of Damages. In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

19. Captions. The captions or headings in the Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

20. Authorization. Each party has expressly authorized the execution of this Agreement on its behalf and binds said party and its respective administrators, officers, directors, shareholders,

divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers and any others who may claim through it to this Agreement.

21. Representation Regarding Ethical Standards for City Officers and Employees and Former City Officers and Employees. The Consultant represents that it has not: (a) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than as exempted in the City's Conflict of Interest ordinance; or (c) knowingly influenced (and hereby promises that it will not knowingly influence) a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the City's Conflict of Interest ordinance.

22. Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in this United States mail, postage prepaid, or by facsimile with proof of transmission, and addressed as follows:

TO CITY: CITY OF WEST JORDAN
 City Clerk
 8000 South Redwood Road
 West Jordan, Utah 84088

 With a copy to the City Attorney
 Jeff Robinson, City Attorney
 8000 South Redwood Road, 3rd, Floor
 West Jordan, Utah 84088

TO EVENT PRODUCER: Justin Osmond, CEO
 Olive Osmond Hearing Fund
 1459 North 1250 West
 Orem Utah 84057

[Signatures continued on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of _____, 2014.

CITY:

ATTEST:

By: _____
Mayor Kim Rolfe

City Recorder

Approved as to legal form:

West Jordan City Attorney

SPONSOR:

By: _____
Name, Title: _____
(Print or Type)

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this day personally appeared before me _____, to me known to be the _____ of Olive Osmond Hearing Fund, the corporation that executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute said instrument on behalf of said corporation.

Dated: _____, 2014.

Notary Public in and for the State of _____

My appointment expires _____